

# UNOFFICIAL COPY

MORTGAGE ILLINOIS

PREPARED BY:  
BERKOWITZ  
4747 W. PETERSON  
CHICAGO IL 60645

THIS INDENTURE made October 27, 1987 between

ROBERT L. NEAL AND PAULINE NEAL

1111-A S. KELLOGG AV., CHICAGO, IL 60645 (CITY) IL 60645 (STATE)

herein referred to as "Mortgagors" and

Second City Certified Check Cashing

200 S. KELLOGG AV., CHICAGO, IL 60645 (CITY) IL 60645 (STATE)

herein referred to as "Mortgagee," witnesseth:

THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Retail Installment Contract dated

October 27, 1987, in the Amount Financed of

\$1,500.00 U.S. Dollars (\$1,500.00 US\$)

to pay the said Amount Financed together with a Finance Charge on the principal balance of the Amount Financed from time to time unpaid in

installments of \$125.00 each beginning

1988 and a final installment of \$125.00 on 1989 together with interest after maturity at the Annual Percentage Rate stated in the contract and all of said indebtedness is made payable at such place as the holder of the contract may from time to time

in writing appoint, and in the absence of such appointment, then at the office of the holder at

1111-A S. KELLOGG AV., CHICAGO, IL 60645 (CITY) IL 60645 (STATE)

NOW, THEREFORE, the Mortgagors to secure the payment of the said sum in accordance with the terms, provisions and limitations of this mortgage and the performance of the covenants and agreements herein contained by the Mortgagors to be performed do by these presents CONVEY AND WARRANT unto the Mortgagee, and the Mortgagee's successors and assigns the following described real estate and all of their estate right title

and interest therein situated, lying and being in the CHICAGO CITY,

COUNTY OF

ILLINOIS to wit:

\*\*\* Lot 10 (except the North 8 feet) in Block 3 in Seventh Palmer Park Addition being a subdivision of the part of lot 1 in Block 3 in Pullman Park Addition to Pullman according to plat thereof recorded May 4, 1910 as document number 4684425 in Section 15 and 22, township 37 north, range 14 east of the third principal meridian, in Cook County, Illinois.  
Subject to covenants, conditions and restrictions of record; private, public and utility easements and roads and highways; party walls and agreements, if any, existing leases and tenancies; special taxes or assessments for improvements not yet completed; installments not due at the date hereof of any special tax or assessment for improvements heretofore completed, and general taxes for the years 1973 and 1974 and subsequent years.

which with the property hereinafter described is referred to herein as the "premises".

TO HAVE AND TO HOLD the above described property with all rights, issues and profits therefrom, including, during all such times as Mortgagors may be entitled thereto which are pledged primarily to the Mortgagee with said real estate and not to a creditor and other parties, equipment or articles now or hereafter thereto attached or applied to it, air conditioning, water, light, power, refrigeration, whether single or centrally controlled, and central them including without limitation, screen windows, shades, storm doors and windows, heating units, radiator, drywall, drywall, stove, and water heater. All of the foregoing are deemed to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or article shall be otherwise placed on the premises by Mortgagors or their successors or assigns shall be considered a continuing part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns forever for the purposes and upon the uses and uses set forth free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

The name of a record owner is:

This mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this mortgage) are incorporated herein by reference and shall be a part hereof and shall be binding on Mortgagor, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written:

(X) Robert L. Neal (Seal) (R) Pauline Neal (Seal)

SC103771

Seal

Seal

Seal of the County of:



DO HEREBY CERTIFY that

ROBERT L. NEAL AND PAULINE NEAL

personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that THEIR signed, sealed and delivered the said instrument as TIEIR free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this

27TH

day of,

1987

Gerry Berkowitz 1987  
Notary Public

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**ADDITIONAL CONVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS MORTGAGE AND INCORPORATED THEREIN BY REFERENCE**

**1.** Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagor or to holder of the contract, (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations in said premises except as required by law or municipal ordinance.

**2. Mortgagors shall pay before any penalty attaches all general taxes and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Mortgagee or to holders of the contract duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.**

**3. Mortgagors shall keep all buildings and improvements now and hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the contract, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies including additional and renewal policies to holder of the contract and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.**

4. In case of default thereon, Mortgagor or the holder of the contract may, but need not, make any payment or perform any act theretofore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest or prior encumbrances of any and purchase, discharge, compromise or settle any tax lien or other prior lien or title on a claim the rest or redeem from any sale or forfeiture, after foreclosing said premises or contest any tax or assessment. All moneys paid for any of these purposes herein authorized, and all expenses paid or incurred in connection therewith, including attorneys' fees and any other moneys advanced by Mortgagor or the holders of the contract to protect the mortgaged premises, and the **lien hereof shall be so much additional indebtedness secured hereby**, and shall become immediately due and payable without notice. Waiver of Mortgagor or holders of the contract shall never be considered as a waiver of any right according to them on account of any default hereunder on the part of the Mortgagors.

5. The Mortgagor or the holder of the contract hereby secures making any payment hereby authorized relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of unpaid indebtedness herein mentioned, when due according to the terms hereof. At the option of the holder of the contract, and without notice to the Mortgagors, all unpaid indebtedness secured by the Mortgage shall rest with such anything in the contract as to the Mortgage to the contrary become due, and payable immediately in the case of default in making payment of any instalment of the contract or if when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

6. The proposed change in the disclosure part of the promises shall be distributed and displayed in the form as agreed by the parties to the contract and shall be made available to the lessee if the proceedings are being held all or partly in the name of the lessor or his agent or representative who is under no terms to constitute or act in that capacity but directly addressed to that party as evidenced by the contract or by the notice of proceedings.

10. No action for the enforcement of the terms or any provision hereof shall be subject to any defense which it could not be used and available to the party interposing same in an action at law upon the contract hereby secured.

14. Monty, or the holder of the contract shall have the right to cancel the premises at all reasonable times and notice thereto, in accordance with that notice.

12. If Mortgagor dies, the holder of the mortgage or trustee may right title or interest in said premises, or any portion thereof, without the written consent of the holder of the certificate issued him by holder shall have the right at holder's option to declare all unpaid indebtedness secured by this mortgage to be immediately due and payable, anything contained in this instrument to the contrary notwithstanding.

ASSILLANI

FOR VALUABLE CONSIDERATION, Mortgagor hereby sells, assigns and transfers the within mortgage to

Part 10: *Metaphysics*

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NAME: TWO CITY CONSTRUCTION  
ADDRESS: 3006 W. DIVERSITY  
CITY: CHICAGO, IL 60647  
OR

**OBSTACLES AND CHALLENGES IN THE USE OF ADVANCED INFORMATION TECHNOLOGIES FOR LEARNING**

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